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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

R. Prabhay
District Sub-Registrar-II
Alipore, South 24 Parganas

14 OCT 2015

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this 14th day of October, Two Thousand Fifteen (2015); BETWEEN (1) SRI TAPAN KUMAR SARKAR, (PAN BVYPS8898E), (2) SRI SWAPAN SARKAR, (PAN - EQTPS3707K), both sons of Late K. Chirode Chandra Sarkar, by faith Hindu, by occupation Property holder, residing at Parbangla, Nabanagar, Boddhir Bandh, P.O. Parbangla via Batanagar Police Station Maheshtala, Ward No. 31 under Maheshtala Municipality, Kolkata 700 140, District South 24 Parganas, (3) SRI-SITAL PRASAD MANDAL, (PAN - ADLPM839410), son of Late Jatindra Nath Mandal, by faith Hindu, by occupation

SUNRISE ERECTORS PVT LTD.

Med. Sallan

Managing Director

Property-holder, residing at 10, Nityananda Nagar, Post Office Dinesh Seikh Lane, Howrah, Police Station-Sankrail, Pin 711109 (4) **SRI RANJAN MONDAL** (PAN CTNPM1280N), son of Late Prabodh Kumar Mandal, by faith Hindu, by occupation Property Holder, by Nationality Indian, residing at Uttar Purba Para, Parbangla, Batanagar, Post Office Parbangla via Batanagar, Police Station Maheshtala, Ward No. 31, under Maheshtala Municipality, Kolkata 700 140, District South 24 Parganas, and (5) **MOHAMMED SULTAN**, (PAN -AEBPM9987R), son of Late Abdul Rahim, by faith Muslim, by occupation Business and Property Holder residing at 37/4A, Watgunge Street, Post Office Khidirpore, Police Station Watgunge, Kolkata 700 023, hereinafter jointly called and referred to as the **OWNERS** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, representatives, nominees and assigns) of the **FIRST PART**

A N D

M/S. SUNRISE ERECTORS PVT. LTD (PAN AARCS0088A), a Private Limited Company incorporated under Indian Companies Act, 1956, having its Office at 11/1, Paddapukur East Lane, Post Office Khidirpore, Police Station Watgunge, Kolkata - 700 023 and represented by its Managing Director **MOHAMMED SULTAN** (PAN -AEBPM9987R), son of Late Abdul Rahim, by faith Muslim, by occupation Business, residing at 37/4A, Watgunge Street, Post Office - Khidirpore, Police Station Watgunge, Kolkata 700 023, hereinafter called and referred to as "the **DEVELOPER**" (which term or expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors, successors-in-office, administrators, legal representatives and assigns) of the **SECOND PART**.

WHEREAS on 24.05.1954 by a registered Bengali Deed of Conveyance, one Bibhuti Bhusan Mondal, as Vendor, sold, transferred and conveyed **ALL THAT** demarcated piece or parcel of land measuring 19 Decimal from Eastern Portion of the total land measuring 29 Decimal comprising R. S. Dag No. 336 in Mouza Perbangla, Police Station Maheshtala, Touzi No. 343, J. L. No. 18, R. S. No. 44, Khatian No. 154, Zamindari Khatian No. 127, Mouza Perbangla, since registered in Book No. 1,

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Managing Director

Volume No. 66, Pages 69 to 71, Being No. 3526, for the year 1954 of Sub Registrar, Alipore Sadar and have delivered him possession thereof.

AND WHEREAS after the aforesaid purchase said Kshirode Chandra Sarkar mutated his name in the office records of the Maheshtala Municipality as well as in the B. L. & L. R. O. as sole and absolute Owner thereof and the said Plot of land measuring 19 Decimal has been recorded under L. R. Khatian No. 1130, Dag No. 336, Mouza Perbangla, J. L. No. 38, Police Station Maheshtala.

AND WHEREAS while in peaceful possession and enjoyment of the aforesaid Plot of land measuring 19 Decimal in Mouza Perbangla, said Kshirode Chandra Sarkar died intestate on or about 22.12.1982 leaving behind surviving him his wife Smt. Binapani Sarkar, since deceased and four daughters namely, (1) Smt. Krishna Chanda, wife of Late Sisir Chandra Chanda, (2) Smt. Bharati Bose, wife of Sri Ashok Bose, (3) Smt. Swapna Deb, wife of Sri Suresh Chandra Deb and (4) Smt. Ratna Das, wife of Sri Nirmal Das and two sons namely, Sri Tapan Kumar Sarkar and Sri Swapan Sarkar, none else to inherit his entire estate including the First Schedule property hereunder written according to Dayabhaga School of Hindu Law by which he was governed at the time of his death.

AND WHEREAS the said legal heirs of Kshirode Chandra Sarkar mutated their names in the office records of the Maheshtala Municipality and the said Plot of land has been assessed under Holding No. F3-61/222/1-2, B. B. T. Road Bye Lane - 3, under Ward No. 31, Kolkata - 700 140, hereinafter called and referred to as the 'said property'.

AND WHEREAS said Binapani Sarkar, wife of Late Kshirode Chandra Sarkar died intestate on 26.07.2011 leaving behind surviving him said four daughters and two sons, none else, to inherit her undivided $1/6^{\text{th}}$ share in the said First Schedule property according to Dayabhaga School of Hindu Law by which she was governed till her death.

AND WHEREAS thus by inheritance Sri Tapan Kumar Sarkar, Sri Swapan Sarkar, both sons Late Kshirode Chandra Sarkar and said (1) Smt. Bharati Bose, (2)

Smt. Swapna Deb, (3) Smt. Ratna Das, (4) Smt. Krishna Chandra, all married daughters of Late Kshirode Chandra Sarkar became the joint Owners in respect of ALL THAT piece or parcel of land measuring 11 Cottahs 8 Chittacks 10 Square Feet, a little more or less, more fully described in the First Schedule hereunder written, each having undivided $1/6^{\text{th}}$ share therein.

AND WHEREAS while in peaceful possession and enjoyment of the said First Schedule property said (1) Smt. Bharati Bose, (2) Smt. Swapna Deb, (3) Smt. Ratna Das, (4) Smt. Krishna Chandra, as the Donors made an absolute gift in respect of their undivided $1/6^{\text{th}}$ share each equivalent to undivided $2/3^{\text{rd}}$ share in the First Schedule property in favour of their said two full blood brothers namely, (1) Sri Tapan Kumar Sarkar and (2) Sri Swapan Sarkar, since registered in Book No. L, C. D. Volume No. 3, Pages from 4073 to 4090, Being No. 01782, for the year 2013.

AND WHEREAS thus the Owners namely, Tapan Kumar Sarkar and Swapan Sarkar herein became the absolute Owners of the Holding No. F3-61/222/1-2, B. B. T. Road Bye Lane - 3, under Maheshtala Municipality Ward No. 31, Police Station Maheshtala, Kolkata, - 700 140, District South 24 Parganas, Mouza Parbangla, J. L. No. 49, Touzi No. 343, R. S. No. 44, R. S. Dag No. 336, L. R. Khatian No. 1130, containing by estimation the land area measuring 19 Decimal or 11 Cottahs 8 Chittacks 10 Square Feet together with structure standing thereon, measuring 100 Square Feet made of brick wall tile shed, which is more fully described in the Schedule "A" hereunder written.

AND WHEREAS subsequently, the land measuring 5 Decimal or 3 Cottahs 0 Chittack 18 Square Feet, more or less at Holding No. E3-48/New, B. B. T. Road, (Right side toward Kolkata) Boddhir Bandh, Post Office Parbangla, via-Batanagar, Police Station Maheshtala, Ward No.31, under the Maheshtala Municipality, Kolkata-700140, District South 24-Parganas, J. L. No. 49, Touzi No. 343, R. S. No. 44 R. S. Dag No. 336/733(P), L. R. Khatian No. 824, Mouza Parbangla recorded in the Revisional Settlement and finally published in the name of Jatindra Nath Mondal, son of Sashi Bhusan Mondal, since deceased, in the Revisional

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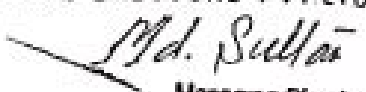
Record of the Government of West Bengal, which is more fully described in the First Schedule hereunder written and hereinafter called and referred to as the 'said land'.

AND WHEREAS while in peaceful possession and enjoyment the said land by construction of temporary structure thereon and on due payment of taxes and other outgoing charges therefor said Jatindra Nath Mandal died intestate on 13.08.1990 leaving behind surviving him his two sons namely, (1) Sri Prabodh Kumar Mandal, (2) Sri Sital Prasad Mandal and one married daughter Smt. Kalpana Mondal, wife of Kamal Chandra Mondal, none else, to inherit his entire estate including the said land according to Dayabhaga School of Hindu Law by which he was governed till the time of his death. The wife of said Jatindra Nath Mandal, namely, Smt. Bechu Bala Mondal, predeceased him in the year 1972.

AND WHEREAS thus by inheritance the said land devolved upon said two sons namely, Prabodh Kumar Mandal, residing at Uttar Purbapara, Post Office Parbangla via Batanagar, Police Station Maheshtala, Kolkata 700 140, District South 24 Parganas and Sri Sital Prasad Mandal, resident of 10, Nityananda Nagar, Post Office Danceseekh Lane, Post Station -Sankrail, Howrah, PIN - 711 109, and Smt. Kalpana Mondal, wife of Sri Kamal Chandra Mondal, each having undivided 1/3rd share therein.

AND WHEREAS by a registered Deed of Gift dated 13th February, 2013, said Smt. Kalpana Mondal made an absolute gift in respect of her undivided 1/3rd share equivalent to 1 Cottah 0 Chittack 6 Square Feet together with undivided 1/3rd share of structure measuring 150 Square Feet made of brick wall tile shed to one of her brother said Prabodh Kumar Mandal and the said Deed of Gift registered in the Office of D. S. R. II, South 24 Parganas and recorded in Book No. 1, C. D. Volume No. 3, Pages from 1717 to 1729, Being No. 01737, for the year 2013.

AND WHEREAS thus the Owners namely, Sri Prabodh Kumar Mandal and Sri Sital Prasad Mandal became the joint Owners in respect of land measuring 3 Cottahs 0 Chittack 18 Square Feet in Holding No. E3-48/New, B. B. T. Road, (Right Side towards Kolkata), Boddhir Bandh, Post Office Parbangla via Batanagar, District South 24 Parganas, West Bengal.

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Datanagar, Police Station- Mahestala, Ward No.31, Maheshtala Municipality, Kolkata-700 140, District- South 24-Parganas, together with structure measuring 450 Square Feet, more or less, made of brick wall tile shed in the Mouza Parbangla, within Ward No. 31 of Maheshtala Municipality, J. L. No. 49, Touzi No. 343, R. S. No. 44, R. S. Dag No. 336/733(P), L. R. Khatian No. 824, which is more fully described in the First Schedule hereunder written.

AND WHEREAS by Deed of Exchange dated 22nd April, 2014 said Sri Tapan Kumar Sarkar, Swapan Kumar Sarkar, Prabodh Kumar Mandal and Sital Prasad Mandal duly amalgamated their respect contiguous one plot and the said amalgamated land measuring 14 Cottahs 8 Chitacks 28 Square Feet more or less to R.T.S structure measuring 1450 Square Feet

AND WHEREAS both the plots of land mentioned in the part - I and Part II of the First Schedule are contiguous and adjoining to each other and thus the parties hereto have mutually agreed for better living and enjoyment of their respective properties to amalgamated their aforesaid two contiguous property into a single unit and the said Deed of Exchange duly registered in Book No.1, C.D. Volume No. 6, pages from 10417 to 10435, Being No. 04384, for the year 2014 of D.S.R. - II, Alipore.

AND WHEREAS the Owner namely, Sri Tapan Kumar Sarkar, Sri Swapan Sarkar, Prabodh Kumar Mandal and Sri Sital Prasad Mandal also executed a Development Agreement with said Mohammed Sultan of 37/4A, Wantgunge Street, Post Office Khidderpore, Police Station Watgunge, Kolkata - 700023, Managing Director of SUNRISE ERECTORS PVT. LTD. of 11/1, Padmapukur East Lane, Post Office Khidderpore, Police Station- Watgunge, Kolkata-700023, for Development Agreement of their land measuring 14 Cottahs 8 Chitacks 28 Square Feet as Mouza - Parbangla, R.S. Dag Nos. 336, 336/733(P) on certain terms and condition mentioned therein and the said Development Agreement dated 24th July, 2014 and registered in Book No.1, C.D. Volume No.11, Page from 5634 to 5680, Being No. 08079, for the year 2014 of D.S.R. - II, Alipore.

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AND WHEREAS said Sri Tapan Kumar Sarkar, Swapan Sarkar, Prabodh Kumar Mandal and Sri Sital Prasad Mandal duly appointed said Mohammed Sultan of 37/4A, Watgunge Street, Post Office Khidderpore, Police Station Watgunge, Kolkata-700023, Managing Director Sunrise Erectors Pvt. Ltd. 11/1, Padmapukur East Lane, Post Office -Khidderpur Police Station Watganj, Kolkata-700023, as their Constituted Attorney for Development of their said property in terms of the said Development Agreement dated 24th July 2014 and the General Power of Attorney registered in Book No.1, C.D. Volume No.11, Page from 5681 to 5702, Being No. 08080, for the year 2014 of D.S.R. - II, Alipore.

AND WHEREAS by a Deed of Exchange dated 22nd April, 2014 said Sri Tapan Kumar Sarkar, Sri Swapan Sarkar, Sri Prabodh Kumar Mandal and Sri Sital Prasad Mandal duly amalgamated their respective contiguous plots and the and the said amalgamated land measuring 14 Cottahs 8 Chittacks 28 Square Feet together with R.T.S structure measuring 1450 Square Feet and said Deed of Exchange registered in office of D. S. R. -II, South 24 Parganas and recorded in Book No. 1, C. D. Volume No.6, Page from 10417 to 10435, Being No. 04384 for the year 2014 renumbered as Holding No. E3-48/New B.B.T Road, (Right Side toward Kolkata) Boddhir Bandh, Post Office Parbangla via Batanagar, Police Station Maheshtala under Ward No. 31 of the Maheshtala Municipality, Kolkata 700 140, District South - 24 Parganas, which is more fully described in the First Schedule hereunder written and hereinafter called and referred to as the Owner No. I /First Party (Lot -A, property).

AND WHEREAS while in peaceful possession of the said land measuring 1452 Square Feet (2 Cottahs 0 Chittack 12 Square Feet) in the said land said Prabodh Kumar Mandal died on 06.02.2015 intestate leaving behind surviving her wife Smt. Bithika Mondal and three sons namely, Sri Ranjan Mondal and Sri Nihar Mondal and Sri Badal Mondal, none else and who have jointly inherited the said land accordingly to Dayabhaga School of Hindu Law.

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AND WHEREAS thus by inheritance from Late Prabodh Kumar Mandal said Smt. Bithika Mondal and three sons namely, Sri Ranjan Mondal and Sri Nihar Mondal and Sri Badal Mondal, became entitled to ALL THAT land measuring 1452 Square Feet (2 Cottahs 0 Chittack 12 Square Feet) together with structure measuring 300 Square Feet a little more or less made of brick wall tile shed with cemented floor.

AND WHEREAS said Smt. Bithika Mondal and three sons namely, Sri Ranjan Mondal and Sri Nihar Mondal and Sri Badal Mondal, out of their natural love and affection toward Ranjan Mondal, younger son Late Prabodh Kumar Mandal made an absolute Gift of their respective undivided $1/4^{\text{th}}$ share equivalent to $3/4^{\text{th}}$ share in the said property left by said Prabodh Kumar Mandal equivalent to land measuring 1 Cottah 8 Chittacks 2 Square Feet or 1089 Square Feet together with R.T.S structure measuring 300 Square Feet equivalent to 225 Square Feet which is more fully described in the Schedule 'B' thereunder written comprising the Schedule 'A' thereunder written and the said Ranjan Mondal has also accepted the said Gift. The said Gift Deed dated 8th September, 2015 registered in Book No. I, Volume No. 1602-2015, page from 118223 to 118242, being No. 160209399 for the year 2015 of D.S.R. - II, Alipore South 24 Parganas.

AND WHEREAS thereafter the said Ranjan Mondal applied before The B.L. and L.R.O. for mutation of his name and his name has been duly mutated under Khatian No. 2717.

AND WHEREAS by a registered Deed of Conveyance bearing date 27th September, 2013 executed by and between said Sri Dipak Kumar Basu, Smt. Sabita Sinha, Smt. Lekha Basu and Smt. Alina Basu as joint owners, therein called as the Vendors in one part and Smt. Asatabala Jana, wife of Sri Bimal Jana, Smt. Kumkum Jana wife of Sri Anghsuman Jana resident of Daulatpur Park, P.O. Phoolbagan, Police Station Maheshtala, District 24 South Parganas, Kolkata -700 141 therein called and the Purchasers on the Other Part, since registered in Book No.1, C.D. Volume No. 20, Page from 3218 to 3237 being No. 10879, for the year 2013 of the

D.S.R. II, Alipore. whereby the said Vendors sold transferred and conveyed in favour of the said Purchasers ALL THAT demarcated piece and parcel of land measuring 5 decimals a little more or less lying and situated in Mouza Parbangla, Pargana - Balia, J. L. No. 49, Touzi No. 343, in part of R. S. Dag No. 354, R. S. Khatian No. 63, Holding No. E3-48/New, B. B. T. Road (right side towards Kolkata), Boddhir Bandh, Post Office Parbangla via Batanagar, Police Station Maheshtala, Kolkata -700 140, Ward No. 31 under the limits of the Maheshtala Municipality, in the District of South 24 Parganas, and delineated with RED border in the Map annexed thereto.

AND WHEREAS after purchase in the aforesaid manner said Smt. Ashtabala Jana and Smt. Kum Kum Jana duly mutated their names in the office records of the Maheshtala Municipality and the said demarcated Bastu Land has been numbered as Holding No. E3-47/New, B. B. T. Road (Right side towards Kolkata), Boddhir Bandh, Kolkata 700 140, as well as in the office record of the B.L. & L.R.O. under L. R. Khatian No. 2453 and 2454 comprising part of Dag No. 354 which is more fully described in the Schedule thereunder written.

AND WHEREAS while thus the said Smt. Astabala Jana and Smt Kumkum Jana seized, possessed of and well and sufficiently entitled to the said land measuring 5 decimal or 3 Cottahs 0 Chittak 18 Square Feet, a little more or less, together with the structure standing thereon, made of brick wall tile shed measuring 100 Square Feet declared to sell the demarcated land measuring 1 Cottah together with structure measuring 100 square feet from the western side of the said entire plot of land being Holding No. E3-47/New B. B. T. Road (Right side towards Kolkata), Boddhir Bandh, Kolkata 700 140.

AND WHEREAS by virtue of the registered Deed of Conveyance bearing date 23.09.2015 executed by and between said (1) SMT. ASTABALA JANA, wife of Sri

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Managing Director

Bimal Jana, and (2) SMT. KUMKUM JANA, wife of Sri Angshuman Jana, both of Daulatpur Park, Post Office Phoolbagan, Police Station Maheshtala, District- 24 South Parganas, Kolkata 700 141 herein called as the Vendors in One Part and MOHAMMED SULTAN Owner No.2 herein, of 37/4A, Watgunge Street, Post Office Khiddirpore, Police Station Watgunge, Kolkata 700 023 therein called as the Purchaser on the Other Part, whereby the said vendors sold and transferred and conveyed in favour of the said Purchaser Mohammed Sultan ALL THAT piece and parcel of land measuring 1 (One) Cottah a little more or less out of total land measuring 3 (Three) Cottahs 0 (Zero) Chittack 18 (Eighteen) Square Feet, together with structure standing thereon, made of brick wall tile shed measuring 100 Square Feet, with cemented floor lying and situated in the Mouza Parbangla, J. L. No. 49, Touzi No. 343, Khatian No. 63, L. R. Khatian No. 2453 and 2454, Part of Holding No. E3-47/New, B. B. T. Road (Right side towards Kolkata), Boddhir Bandh, Post Office Parbangla via Batanagar, Police Station Maheshtala, Ward No. 31, within Maheshtala Municipality, Kolkata 700 140, District South 24 Parganas, since registered dated 23.09.2015 in Book No. 1, Volume No. 1602-2015, Page from 132720 to 1322746, being No.160209942, for the year 2015 of D.S.R - II, Alipore, District South 24 Parganas, which is more fully described in the Schedule 'B' hereunder written and hereinafter called and referred to as the said 'B' Schedule Premises.

AND WHEREAS thereafter the said Mohammed Sultan, the Owner No.2/ Second Party herein mutated his name in the Maheshtala Municipality and the said demarcated plot of land measuring 1 Cottah, curved out of the total land measuring 3 Cottahs 0 Chittak 18 Square Feet, a little more or less being part of Holding No. E3-47/New, B. B. T. Road (Right side towards Kolkata), Boddhir Bandh, Kolkata 700 140, Post Office Parbangla via Batanagar, Police Station Maheshtala, Ward No. 31, within Maheshtala Municipality, District South 24 Parganas, separately assessed and numbered as Holding No. E3-47/A/New, B. B. T. Road (Right side towards Kolkata), Boddhir Bandh, Post Office Parbagla via

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Batanagar Police Station Maheshtala, Ward No. 31, within Maheshtala Municipality, Kolkata-700 140, District South 24 Parganas which is more fully described in the Schedule 'B' hereunder written and hereinafter called and referred to as the said 'B' Schedule Premises.

AND WHEREAS thereafter said Mohammed Sultan applied before the B.L. & L.R.O. for mutation of his name and his name has been duly mutated under L.R. Khatian No. 2471.

AND WHEREAS both the plots of land were contiguous and adjoining to each other and the parties hereto have mutually agreed for better and enjoyment of their respective properties amalgamated their aforesaid two contiguous properties into a single plot and the said Deed of Exchange duly registered on 14th October, 2015 in the Office of D.S.R. - II, Alipore.

AND WHEREAS after registration of the Deed of Exchange the aforesaid property of the party of the first part applied before the Maheshtala Municipality for getting their names mutated and for amalgamation of the aforesaid two Holdings being Holding No. E3-48/New, and E3-47/A/New B.B. T Road (right side towards Kolkata), Boddhir Bandh, Kolkata - 700 140.

AND WHEREAS the Assessment of the mutation department of Maheshtala Municipality and B. L. & L. R. O Government of West Bengal after having gone through the documents which were filed and tender by both the parties and after inspection of the Schedule properties of this Agreement and being fully satisfied regarding the title possession the party of the first part mutated their name as owners as occupiers of the First Schedule property in favour of said Sri Tapan Kumar Sarkar and Swapan Sarkar and Ranjan Mondal and Sital Prasad Mandal and Mohammed Sultan.

AND WHEREAS the amalgamated land and Holdings has been separately numbered as Holding No. E3-48/New, B. B. T. Road (right side towards Kolkata), and after the B. L. & L. R. O mutation the said property has been recorded under L. R.

Khatian Nos. 2472, 2473, 2474, 2717 and 2471 and R. S. Dag Nos. 336, 336/733(P), 354(P) containing total land measuring 15 Cottahs 8 Chittacks 28 Square Feet, more or less, together with structure measuring 1550 Square Feet made of brick wall tile shed standing thereon, lying and situated at Mouza Parbangla, Touzi No. 343, R. S. No. 44, R. S. Dag No. 336, 336/733(P) and 354(P), J. L. No. 49, L. R. Khatian Nos. 2472, 2473, 2474, 2717 and 2471, Holding No. E3-48/New, B. B. T. Road (right side towards Kolkata), Boddhir Bandh, Post Office Parbangla via Batanagar, Police Station Maheshtala, Ward No. 31 under the limits of the Maheshtala Municipality, Kolkata-700 140, in the District of South 24 Parganas.

AND WHEREAS the parties herein duly mutated their names in the office record of the Maheshtala Municipality and the said plot of land measuring 15 Cottahs 8 Chittacks 28 Square Feet separately renumbered as E3-48/New B. B. T Road. (Right Side towards Kolkata), Kolkata 700 140 which is more fully described in the First Schedule hereunder written and hereinafter called and referred to as the "said Premises".

AND WHEREAS thus the parties of the First Part herein become the joint Owners of the said Holding No. E-3-48/New, B.B.T. Road (Right Side Towards Kolkata) and due to change of numbers of premises and area of land the previous Two Development Agreement and the said Two General Power of Attorneys become in operative and as such the Owners herein and the Developer herein decided to execute and register a fresh Development Agreement and a fresh General Power of Attorney for Development of the said Premises.

AND WHEREAS considering the terms and conditions of the offer made by the Developer herein the Owners have accepted the said terms and conditions and has been entering into this Agreement.

AND WHEREAS after due consideration of the pros and cons of the proposed project and after several sittings and meeting held between the First Part and Second Part herein they have agreed upon some terms and conditions for the proposed

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Managing Director

development work at the First Schedule property which have been recorded in this Agreement to avoid future misunderstanding amongst the Parties herein.

AND WHEREAS at or before execution of this Agreement the said Owners have represented an assured the said Developer as follows :

- (i) Excepting the abovenamed Owners no one else who has got any right, title, interest, claim or demand in any nature whatsoever and/o howsoever over the said property or any part thereof.
- (ii) There is no notice of acquisition or any case or proceeding either Civil and Criminal nature is/are not pending in respective Learned Court in the District of South 24 Parganas or elsewhere upon the said property or any part thereof.
- (iii) The said Owners have not entered into any Agreement for Sale, transfer, lease, Development Agreement or otherwise for any purpose regarding the said property or any part thereof.
- (iv) The said property is free from all encumbrances, charges, liens, lispendences, attachments, whatsoever.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed upon by and between the Parties hereto on the following terms and conditions.

ARTICLE : I DEFINITIONS

IN THIS PRESENT UNLESS THERE IS ANYTHING REPUGNANT TO OR INCONSISTENT WITH :

1.1 OWNERS : shall mean and include the said (1) **SRI TAPAN KUMAR SARKAR**, (2) **SRI SWAPAN SARKAR**, both sons of Late Kshirode Chandra Sarkar, by faith Hindu, by occupation Property holder, residing at Parbangla, Nabanagar, Boddhir Bandh, P.O. Parbangla via Batanagar Police Station Maheshtala, Ward No. 31 under Maheshtala Municipality, Kolkata 700 140, District South 24

Parganas, (3) **SRI SITAL PRASAD MANDAL**, son of Late Jatindra Nath Mandal, by faith Hindu, by occupation Property-holder, residing at 10, Nityananda Nagar, Post Office Dinesh Seikh Lane, Police Station- Sankrail, Howrah, Pin 711109, (4) **SRI RANJAN MONDAL** son of Late Prabodh Kumar Mandal, by faith Hindu, by occupation Property Holder, by Nationality Indian, residing at Uttar Purba Para, Parbangla, Batanagar, Post Office Parbangla via Batanagar, Police Station Maheshstala, Ward No. 31, under Maheshstala Municipality, Kolkata 700 140, District South 24 Parganas, and (5) **MOHAMMED SULTAN**, son of Late Abdul Rahim, by faith Muslim, by occupation Business and Property Holder residing at 37/4A, Watgunge Street, Post Office - Khidirpore, Police Station Watgunge, Kolkata 700 023, including their heirs, executors, administrators, representatives, nominees and assigns.

1.2 **DEVELOPER** : shall mean **M/S. SUNRISE ERECTORS PVT. LTD** a Private Limited Company incorporated under Indian Companies Act, 1956, having its Office at 11/1, Paddapukur East Lane, Post Office Khidirpore, Police Station Watgunge, Kolkata - 700 023 and represented by its Managing Director **MOHAMMED SULTAN** son of Late Abdul Rahim, by faith Muslim, by occupation Business, residing at 37/4A, Watgunge Street, Post Office - Khidirpore, Police Station Watgunge, Kolkata 700 023.

1.3 **TITLE DEEDS** : shall mean all the documents of title relating to the said land and Premises, which shall be handed over in original to the Developer at the time of execution of the agreement.

1.4 **PREMISES/PROPERTY** : shall mean **ALL THAT** piece or parcel of land measuring 15 Cottahs 8 Chittacks 28 Square Feet, more or less, together with structure measuring 1550 Square Feet more or less standing thereon lying and situated at Mouza Parbangla, Touzi No. 343, R. S. No. 44, R. S. Dag No. 336, 336/733(P), and 354(P), J. L. No. 49, L. R. Khatian Nos. 2472, 2473, 2474, 2717 and 2471, Holding No. E3-48/New, B. B. T. Road (right side towards Kolkata), Boddhir Bandh, Post Office Parbangla via Batanagar, Police Station Maheshstala,

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Ward No. 31 under the limits of the Maheshtala Municipality, Kolkata -700 140, in the District of South 24 Parganas.

- 1.5 **NEW BUILDING** : shall mean G+7 storied or more storied building to be constructed for residential and commercial use named "SHINE VIEW COMPLEX" and as per Plan to be sanctioned by the Maheshtala Municipality
- 1.6 **COMMON AREA FACILITIES AND AMENITIES** : shall mean and include, corridors, stair ways, passage ways, drive ways, common lavatories, underground septic tank, overhead water tank, water pump and motor, roof and other facilities which is to be attached with the proposed building for better enjoyment.
- 1.7 **SALEABLE SPACE** : shall mean and include Flat in the building available for independent use and occupation after making due provision for common amenities and facilities for better enjoyment against consideration.
- 1.8 **COVERED AREA** : shall mean total built up area for any unit plus proportionate area share of stair/lobby, loft, Arch and lift etc.
- 1.9 **BUILDING PLAN** : shall mean such Plan to be prepared by the architect for the construction of the building and to be sanctioned by the Maheshtala Municipality with such addition, alteration or modification as may be made by the Developer from time to time.
- 1.10 **SUPER BUILT UP AREA** : shall mean according to its context mean the plinth area of the said Unit or all the Units in the Building including the bath rooms and balconies and also the thickness of the boundary walls, internal walls and pillars space and landing of staircase but excluding the proportionate share of the covered area of the common areas provided that if any wall be common between 2 (Two) Units then $\frac{1}{2}$ (one-half) of the area under such wall shall be included in each such Unit.
- 1.11 **PROPORTIONATE OR PROPORTIONATELY** : shall mean the proportion which the super built up area of any Unit be to the super built up area of all

the Units in the said building provided that where it refers to share of any rates and/or taxes amongst the common expenses, then such share of the whole shall be determined on the basis of any levy be area, rental income or user, then the same shall be shared on the basis of area rental include or user of the respective Units by the Co-Owners respectively.

1.12 OWNERS' ALLOCATION/CONSIDERATION shall mean:- Owners Namely (1) Tapan Kumar Sarkar, (2) Swapan Sarkar will get out of total F. A. R (6100 Sq. Ft Covered Area + 25% Super Built up = 1525 Sq. Ft) total 7625 Sq. Ft super built up area to be divided in nine self contained flats in the following manner:-

- (a) one self contained flat being Flat No. 1A, in the First Floor measuring 847 Sq. Ft. super built up area a little more or less
- (b) one self contained flat being Flat No. 1B, in the First Floor measuring 847 Sq. Ft. super built up area a little more or less
- (c) one self contained flat being Flat No. 1D, in the First Floor measuring 847 Sq. Ft. super built up area a little more or less
- (d) one self contained flat being Flat No. 2A, in the Second Floor measuring 847 Sq. Ft. super built up area a little more or less
- (e) one self contained flat being Flat No. 2B, in the Second Floor measuring 847 Sq. Ft. super built up area a little more or less
- (f) one self contained flat being Flat No. 3E, in the Third Floor measuring 847 Sq. Ft. super built up area a little more or less
- (g) one self contained flat being Flat No. C, in the Top Floor measuring 614 Sq. Ft. super built up area a little more, or less
- (h) one self contained flat being Flat No. D, in the Top Floor measuring 847 Sq. Ft. super built up area a little more or less
- (i) one self contained flat being Flat No. E, in the Top Floor measuring 847 Sq. Ft. super built up area a little more or less
- (j) One Car Parking Space on the Ground Floor measuring 135 Sq. Ft.
- (k) One Shop Room measuring 100 Sq. Ft. on the Ground floor.

And

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A sum of Rs. 15,00,000/- (Rupees Fifteen Lakh) only already paid as the refundable advance to be refunded by the Owners to the Developer before taking physical possession of the Owners' allocation in the proposed new building, in alternative the Developer may realise the said advance bearing no interest by selling a portion of Owners' allocation to recover the said refundable advance.

(2) Owner Nos. (3) Sital Prosad Mondal and (4) Ranjan Mondal will get out of total F. A. R (2160 Sq. Ft of super built up area i.e. 1728 Sq.Ft covered area + 25% Super Built up = 432 Sq. Ft) to be divided in three nos self contained flats in the following manner:-

- (a) one self contained flat being Flat No. 1C, in the First Floor measuring 720 Sq. Ft. super built up area a little more or less
- (b) one self contained flat being Flat No. 2C, in the second Floor measuring 720 Sq. Ft. super built up area a little more or less
- (c) one self contained flat being Flat No. B, in the Top Floor measuring 720 Sq. Ft. super built up area a little more or less.

and

A sum of Rs. 2,00,000/- (Rupees Two Lakh) only already paid as the refundable advance to be refunded by the Owners to the Developer before taking physical possession of the Owners' allocation in the proposed new building, in alternative the Developer may realise the said advance bearing no interest by selling a portion of Owners' allocation to recover the said refundable advance.

1.13 DEVELOPER'S/BUILDER'S ALLOCATION shall mean the remaining constructed area (save and except the Owners' allocation) together with undivided proportionate share of underneath land and common areas, common facilities and amenities attached with the proposed building.

1.14 TRANSFER : shall mean and included transfer by delivered of possession as per present customs or by any other means adopted by the Developer for effecting transfers of the proposed building or Flat to the intending Purchasers thereof against valuable consideration.

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1.15 **WORD** : importing singular shall include plural and vice versa.

1.16 **MASCULINE** : shall include the feminine and neuter gender and vice versa.

1.17 **ROOF** : shall mean and include the roof of the entire building excluding the space required for installation of overhead water tank, staircase, covered spaces at the top of the building required for common use.

ARTICLE : II

COMMENCEMENT AND DURATIONS

2.1 The agreement shall be deemed to have commenced on and from the date of execution of this Agreement and shall be terminated after completion of the building and sale out of all the Flats to the intending Purchaser and Purchasers and also after delivered of possession of the Flats to the intending Purchaser and Purchasers and land Owners nominated person and after formation of the Flat Owners' Association.

ARTICLE : III

OWNERS' DECLARATION, RIGHTS AND RESPONSIBILITIES

3.1 The Owners hereby declare that they are joint Owners of the said Premises and is now seized and possessed of or otherwise well and sufficiently entitled thereto without any disturbance hindrance in any manner whatsoever.

3.2 The Owners hereby declare that the said property is free from all encumbrances, charges, liens, lispendens, attachments, acquisition or requisition whatsoever and/or howsoever and the firm has good and marketable title over the said land and building and share is no impediment under the Urban Land (Ceiling and Regulation) Act, 1976.

3.3 That the Owners hereby declare and agreed that they will not grant, lease, mortgage, charge or encumber the First Schedule property in any manner whatsoever

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during the existing/substance of this Agreement as well as during the construction of the building without prior written consent of the Developer.

3.4 That the Owners hereby agree to deliver peaceful vacant possession of the First Schedule property immediately after execution of the Agreement and for the purpose of Development of the Schedule property.

3.5 That the Owners hereby declare that they will be liable and responsible for litigation, if any arose due to defects on his part or with regard to title in respect of the land or any boundary dispute and if any restraining order comes into force due to act of any third party or contagious land Owners, then the Developer will be entitled to get compensation and cost of litigation from the Owners, which will be incurred by the Developer during such litigation. But it mentioned that if there any type of litigation is found arose due to any order of the competent Court Authority concern or any other Competent Authority concern then the delay in respect of delivery of possession of the Owners' Allocation shall not be considered the delay on the part of the Developer.

3.6 That the Owners hereby undertake to deliver all the original Deeds and documents to the Developer at the time of execution of the Agreement and also agreed to execute Registered General Power of Attorney for the purpose of completion of the building thereon.

3.7 That the Owners hereby giving exclusive right to the Developer commercially exploit the same as per terms and condition contained in this Agreement and hereby authorized the Developer to enter into Agreement for Sale, lease, transfer, mortgage and to dispose of the Developer's Allocation together with right to assign of all the right, title, interest of this agreement to any third party and the Owners will give necessary consent for betterment of this project without raising any objection to that effect save and except the Owners' allocation as mentioned.

3.8 That the Owners hereby agreed to execute Registered Deed of Declaration and other Declarations for the sanction of the Building Plan and also agreed to execute one or more General Power of Attorney in favour of the Developer or its nominated

person as stated earlier for the purpose of addition, alteration, revision of the sanctioned Building Plan, construction and completion of the work as per agreement and also another for execution and Registration of the Deed of Transfer in favour of the intending Purchaser/Purchasers with right to sign on the Deed on behalf of the Owners and to present the same before the District Registrar, Additional District Sub Registrar or other Registrars who has authority to register the Deed of Transfer and other documents in completion of full payment of the Owners by the Developer.

3.9 That the Owners hereby undertakes not to revoke the Power of Attorney, which will be executed in favour of the Developer to act as Attorney of the Owners in respect of the Developer's Allocation and also agree not to revoke General Power of Attorney until or unless Deed of Conveyance in favour of the intending Purchaser/s of the Developer's Allocation is to be executed and registered. If do so then the Partners of the Firm as Owners or their legal heirs and successor in office shall have full responsibility or liability jointly or severally to pay all cost, charges, expenses and damages to the Developer.

3.10 That the Owners hereby and hereto without being influenced or provoked by anybody do hereby categorically declared that the Developer shall construct the building exclusively at its firms name and also by taking Partner in its firm and its own cost, arrangement and expenses and the Developer shall have liberty to receive any amount from the Purchaser/Purchasers in its own name on the basis of this Agreement and on the strength of the Power of Attorney stated herein above conferred to or by separate Power in the name of the Developer or its nominated person and the sale proceed of Flats/ Units/Garages shall belong to the Developer in which Owners shall have no claim in all material time in future.

ARTICLE : IV

DEVELOPER'S RIGHTS, OBLIGATIONS AND DECLARATION

4.1 The Developer hereby agreed to complete the multistoried building over the property as per Plan to be sanctioned by the Maheshtala Municipality with due modification or amendment of the sanction Plan as made or caused to be made by the Architect of the Developer.

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4.2 The Developer shall be entitled to obtain loans and/or finance by virtue of the Agreement or otherwise for which the Owners shall render all co-operation and assistance including pleading of the Title Deed of the said property. Provided however that the above in no way shall prejudicially affect the right, title and/or interest of the Owners in respect of the Owners' Allocation in any way.

4.3 All applications, plans, papers and documents as may be required by the Developer for the purpose of sanction of revised Plan addition, alteration of the building Plan shall be submitted by the Developer with due signature and all costs expenses and charges be paid by the Developer and also from construction of the building thereon. It is also provided that the Developer shall be entitled to get refund the entire refundable amount, which are to be paid by the Developer.

4.4 The Developer hereby agreed to deliver possession of Owners' Allocation in the proposed new building as Owners' Allocation in favour of nominated persons of the Owners within 36 (Thirty Six) months from the date of obtaining sanction Plan from the Maheshwala Municipality and getting vacant possession of the said Premises from the Owners whichever will be later. The Plan for new building shall be sanctioned by the Developer within 12 (Twelve) months from the date of entering into this Development Agreement save and except force majeure. Be it specifically mentioned that in case of causing any hindrance by the Owners and for which the construction remain stopped, in that case the delivery period will also be extended for the delayed period.

4.5 In case of delay in delivery of Owners' allocation or for completion of the project within the stipulated period as aforesaid, the Developer will be liable to pay @ Rs. 5,000/- per month for the delayed period and the same will be adjusted from the security deposit of the Developer lying with the Owners.

4.6 That the notice for delivery of possession of the Owners' Allocation shall be delivered by the Developer in writing or through the Advocate of the Developer either by Registered Post or Courier Service or Under Certificate of Posting or hand delivery

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with acknowledgement due card and the Owners are bound to take possession within 10 days from the date of services of this letter. If the Owners fail to take delivery of possession or neglected to do so then it will be deemed that the Owners' allocation already delivered and the Developer shall be entitled to transfer the Developer's Allocation without any further notice. Moreover the Owners shall have to clear all the dues, if any, due is caused due to extra work other than the specification of Flat/s as mentioned in the Schedule as mentioned below and/or excess area from the allocated area (if found), or any other consideration, to the Developer, prior taking possession thereon. Be it mentioned hereon that the excess area should consider the saleable area including the super built up area and the cost of the said area shall be calculated on the prevailing saleable price.

ARTICLE : V CONSIDERATION PROCEDURE

5.1 In consideration of the Owners' Allocation stated in this Agreement and or consideration of any mentioned in the Owners' Allocation, the Developer is entitled to get remaining constructed area of the building and proportionate share of the land as Developer's Allocation together with Power of Attorney with right to transfer the same to the intending Purchaser or Purchasers.

5.2 That the existing construction to be demolished by the Developer and he will take the debris in their own account.

5.3 That the Owners shall clear up to date tax of the Malheshtala Municipality and other outgoing charges of the said Premises till the date of this Agreement. Thereafter the Developer will pay the taxes and charges for the said Premises from the date of getting possession till the date of handing over Owners' allocation to the Owners or their nominees.

5.4 The Owners will find a suitable shifting place for themselves and the Developer will arrange for shifting of the Owners for the interim period of construction at their cost within 3 (Three) kilometers surrounding the said Premises.

ARTICLE : VI
DEALINGS OF SPACE IN THE BUILDING

- 6.1 The Developer shall on completion of the building put the Owners' nominated person in undisputed possession within the Owners' allocation together with the right to enjoy the common facilities and amenities with other of the Flats.
- 6.2 The Developer being the party of the Second Part shall be at liberty with exclusive rights and authority to negotiate for the sale of the Flats together with right proportionate share of land including the space/units Flat provided under the Developer's allocation in the Premises to any prospective buyers before, after or in course of the construction work of the said building think fit and proper. It is clearly agreed and declared by the Parties herein that the entire consideration money for such transfer or transfers as aforesaid including earnest money or initial payments or part payments thereof shall be received by the Developer save and except the share of the Owners' allocation, if any, be it mentioned here that at the time of execution and registration of the Power of Attorney, it will be mentioned that the sale proceeds will be deposited in the Owners' account. But Owners or their legal heirs will not be entitled to claim any such sale proceeds or amount to that effect in future.
- 6.3 The Developer shall at his own costs, construct and complete the building at the said Premises in accordance with the sanctioned Plan and due modification, if any, with such materials and with such specification as to be mentioned in the sanctioned Plan of the building hereunder written and as may be recommended by the Architect/Engineer from time to time.
- 6.4 That the Developer shall install erect and shall provided standard pump set, overhead reservoirs, electric wiring, sanitary fittings and other facilities as are required to be provided in respect of building having self contained.
- 6.5 The Developer will be entitled to sell the Flats/Car Parking Space on Ownership basis in respect of the remaining Flats, Shops, Office Spaces and Car Parking Space together with undivided imparible share in the land to be devolved in

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the Developer's allocation as mutually agreed (save and except the Owners aforesaid allocation in the said project. Be it mentioned that the security money deposit for the new electric meter connection shall be paid by the respective Owners for their own meters.

ARTICLE : VII COMMON FACILITIES

7.1 The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due on and from the date of starting of the construction of the building and prior to that Owners shall pay and clear all dues and taxes in respect of the property and after handing over the possession of the Flats. All the Flat Owners will pay the dues according to his shares.

7.2 As soon as the respective self contained Flat is completed the Developer shall give written notice to the Owners requiring the Owners to take possession of the Owners' allocation in the building and after 10 (Ten) days from the date of service of such notice and at all times thereafter the Owners shall be exclusively responsible for payment of Municipal and property taxes, rates, duties, dues, electric installation charges, electric charges, bill and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Owners' allocation the said rates to be apportioned with reference to the saleable space in the building, if any, are levied on the building as a whole.

7.3 The Owners' nominated person and the Developer or intending Purchasers as nominated shall punctually and regularly pay for their respective allocation the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owners and the Developer. The Owners hereby agreed that he will indemnify against all claims, actions, demands, costs, charges and expenses and proceeding instituted by any third party or against the Owners for the same the Developer will be entitled to get damages.

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7.4 The Owners hereby further declares that they or their agent or representative or any third party on their behalf shall not do any act deed or things whereby the Developer shall be prevented from construction and completion of the said buildings as per approved Plan. If the Developer is prevented then the Owners or his legal representatives shall bound to indemnify the loss and damages for that purpose with interest.

7.5 The Developer will manage and will be the incharge in respect of the common facilities to be provided in the said project such as Community Hall, Security Guard and the respective Flat/Shop/Car Parking/Unit Owners will bear the proportionate share of maintenance charges for the aforesaid common facilities which will be decided by the Developer and the decision of the Developer in this regard shall be final and binding upon all.

7.6 Till the Flats/Units/Shop/Car Parking Spaces of the individual Owners to be separated by the Municipality the respective Flat/Unit/ Shop/Car Parking Space Owners of the said project shall bear the proportionate share of taxes, B. L. & L. R. O. rent and other outgoing charges including the Owners herein in proportion to their respective area to the Developer and the decision of the Developer shall be final and binding upon all.

7.7 That all legal works in respect of the said project i.e. First Schedule property will be done by the Advocate of the Developer and the Purchasers of the Flats/Units/Shops/Car Parking Spaces etc., have to get their Flats/Units/Shops/Car Parking Spaces to be registered through the Developer's Advocate and they will pay the required charges for stamp duty, registration costs and professional fees to the said Advocate.

ARTICLE : VIII
COMMON RESTRICTION

8.1 The Owners' allocation after possession in the proposed building shall be subject to the same restriction and use as it is applicable to the Developer's allocation respective possession in the building which are as follows :-

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8.2 Neither Party shall use or permit to the use of the respective allocation in the building or any part thereto for carrying on any obnoxious illegal and immoral trade or activities not use thereto for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

8.3 The Owners shall not demolish any wall or other structural addition or alteration therein without the previous written consent from the Developer or from the competent authority or from Municipal Authority, concern in this behalf.

8.4 Neither party shall transfer or permit to transfer their respective allocation unless the proposed transferred shall have given a written undertake to the effect that such transfer shall remain bound by the terms and conditions hereto and of these presents and further that such transferee shall pay all and also shall be payable in relation to the area in each of their respective possession.

8.5 Both parties shall abide by all laws, bye laws rules and regulations of the Government Statutory bodies and/or local bodies as the case may and shall be responsible for any deviation and/or breach of any of the said laws and regulations.

8.6 The respective allottee or their transferees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particulars so as not to cause any damage to the building or building indemnified from the against the consequences of any breach.

8.7 No goods or other items shall be kept by either party or their transferees for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be cause in any manner in the free movement of use in the corridors and other places of common use in the building.

8.8 Neither party not their transferees shall do or cause or permit to be done any act or things which may render void any insurance of the building or any part thereof and

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shall keep the other occupiers of the said harmless and indemnified from and against the consequences of any breach.

8.9 Neither party nor their transferees shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds corridors or any other portion or portions of the building.

8.10 Neither party nor their transferee/s shall permit other agent with or without workman and other at all reasonable times to enter into and upon each party's allocation and each part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing maintaining rebuilding and/or for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains as and water pipes and electric wires and for any similar purpose.

8.11. Excess or deficit area will be adjusted by market price prevailed at the time of handing over possession.

ARTICLE -IX OWNERS' DUTY AND INDEMNITY

9.1 The Owners do hereby agree, and covenants with the Developer not to use cause any interference or hindrance in any manner during the construction and through out the existence of this agreement of the said building at the said building at the said premises and if any such interference or hindrance is caused by the Owners or his heirs, agents, servants, representatives causing hindrance or impediments to such construction the partners of the Firm as Owners will be jointly and severally liable to repay entire amount invested by the Developer along with damages and interest over the amount invested by the Developer and rates of interest will be settled by the parties amicable. In that case the decision of Developer for calculating the total invested amount shall be final it is also further agreed that if the Developer is

prevented for making construction due to any litigation cropped up or due to any restraining order passed by the competent Court of a competent Authority Concern or any statutory body law or due to any boundary dispute amongst the contiguous land Owners then Owners will be liable to pay damages and cost of litigation to the Developer.

9.2 The Owners or their legal representatives will have no right/authority power to terminate and/or determinate this agreement within the stipulated period for construction of the building as well as till the date of disposal of all the flats/units of the Developer's allocation. If tried to do so then the Owners shall pay firstly total market price of the constructed area with damages together with interest on investment intimation for such intention.

ARTICLE - X DEVELOPER'S DUTY AND INDEMNITY

10.1 That the Developer hereby indemnify the Owners against any Third Party claim in respect of the said development work.

10.2 If any untoward happens during construction of the proposed new building or during demolition of the old building the Owners shall have no liability or responsibility for such incidents and the Developer will meet all such consequences and the Developer keep the Owners indemnified against any action, suit, claim or Court case of whatsoever nature.

10.3 That the Owners shall have no responsibility for monetary transactions or monetary activity of the Developer with intending Purchaser, supplier etc., to be made by the Developer in connection with the said project.

10.4 The Developer shall have right to amalgamate with the adjoining land by Deed of Exchange or Purchase or by sale to make one property and to which the Owners herein shall have no say or objection or the Owners will not cause any hindrance or objection in any way whatsoever and in such case the Owners will be entitled to get their fixed allocated portion as mentioned herein. The other area of the amalgamated

Premises to be the exclusive property of the Developer and the Developer will be entitled to deal with the same according to his choice save and except the Owners' allocated area therein.

ARTICLE - XI ARBITRATION CLAUSE

11.1 It is hereby agreed by and between the parties that all dispute and/or difference by and between the parties hereto in any way relating to this Agreement or connected with the flats and/or construction and/or in respect of this Agreement and/or anything done in pursuance thereof and/or other wise shall be referred to an Arbitrator to be appointed by each Party for amicable settlement of the same. The unanimous decision of the two Arbitrators is binding upon both Parties. But in case of difference of opinion between the two Arbitrators in that case one Umpire to be selected and referred to and the decision of the said Umpire will be binding upon both Parties according to Arbitration and Conciliation Act, 1996. All verdicts judgements and award made and published by such arbitration shall be final conclusive and binding on the parties.

ARTICLE -XII FORCE MAJEURE

12. The parties hereto shall not be considered to be liable for any obligation herein under to the extent that the 'FORCE MAJURE' and shall be suspended from the obligation during the during the during of the FORCE MAJEURE.

ARTICLE -XIII JURISDICTION

13. The High Court at Kolkata and its subordinate Court of Alipore, South 24 Parganas shall have the jurisdiction to entertain and determine all actions and proceedings arising out of these presents between the Parties hereto.

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FIRST SCHEDULE ABOVE REFERRED TO
(Description of the Premises after amalgamation)

ALL THAT piece or parcel of land measuring 15 Cottahs 8 Chittacks 28 Square Feet, more or less, together with structure measuring 1550 Square Feet made of brick wall tile shed standing thereon, lying and situated at Mouza Parbangla, Touzi No. 343, R. S. No. 44, R. S. Dag No. 336, 336/733(P) and 354(P) J. L. No. 49, L. R. Khatian Nos. 2472, 2473, 2474, 2717 and 2471 and Holding No. E3-48/New, B. B. T. Road (right side towards Kolkata), Boddhir Bandh, Post Office Parbangla via Batanagar, Police Station Maheshtala, Ward No. 31 under the limits of the Maheshtala Municipality, Kolkata 700 140, in the District of South 24 Parganas and which is butted and bounded as follows :-

- ON THE NORTH** : By 75 Feet Wide Budge Budge Tank Road with khas land.
- ON THE EAST** : By Land of Astabala Jana, Kumkum Jana R. S. Dag No. 354 (P).
- ON THE SOUTH** : By R. S. Dag No. 337, 228 House of Ajit Mondal, S. C. Chakraborty and K. Adhikary.
- ON THE WEST** : By land of Mahanta Mandal R. S. Dag No. 336/733 (P).

SECOND SCHEDULE ABOVE REFERRED TO
(Owners' Allocation)

Owners Namely (1) Tapan Kumar Sarkar, (2) Swapan Sarkar will get out of total F. A. R (6100 Sq. Ft Covered Area + 25% Super Built up = 1525 Sq. Ft) total 7625 Sq. Ft super built up area to be divided in nine self contained flats in the following manner:-

- (a) one self contained flat being Flat No. 1A, in the First Floor measuring 847 Sq. Ft. super built up area a little more or less

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- (b) one self contained flat being Flat No. 1B, in the First Floor measuring 847 Sq. Ft. super built up area a little more or less
- (c) one self contained flat being Flat No. 1D, in the First Floor measuring 847 Sq. Ft. super built up area a little more or less
- (d) one self contained flat being Flat No. 2A, in the Second Floor measuring 847 Sq. Ft. super built up area a little more or less
- (e) one self contained flat being Flat No. 2B, in the Second Floor measuring 847 Sq. Ft. super built up area a little more or less
- (f) one self contained flat being Flat No. 3E, in the Third Floor measuring 847 Sq. Ft. super built up area a little more or less
- (g) one self contained flat being Flat No. C, in the Top Floor measuring 614 Sq. Ft. super built up area a little more or less
- (h) one self contained flat being Flat No. D, in the Top Floor measuring 847 Sq. Ft. super built up area a little more or less
- (i) one self contained flat being Flat No. E, in the Top Floor measuring 847 Sq. Ft. super built up area a little more or less
- (j) One Car Parking Space on the Ground Floor measuring 135 Sq.Ft.
- (k) One Shop Room measuring 100 Sq. Ft. on the Ground floor.

And

A sum of Rs. 15,00,000/- (Rupees Fifteen Lakh) only already paid as the refundable advance to be refunded by the Owners to the Developer before taking physical possession of the Owners' allocation in the proposed new building, in alternative the Developer may realise the said advance bearing no interest by selling a portion of Owners' allocation to recover the said refundable advance.

(2) Owner Nos. (3) Sital Prosad Mandal and (4) Ranjan Mondal will get out of total F. A. R (2160 Sq. Ft of super built up area i.e. 1728 Sq.Ft covered area + 25% Super Built up = 432 Sq. Ft) to be divided in three nos self contained flats in the following manner:-

- (a) one self contained flat being Flat No. 1C, in the First Floor measuring 720 Sq. Ft. super built up area a little more or less

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M.A. Sullivan

Managing Director

- (b) one self contained flat being Flat No. 2C, in the second Floor measuring 720 Sq. Ft. super built up area a little more or less
- (c) one self contained flat being Flat No. B, in the Top Floor measuring 720 Sq. Ft. super built up area a little more or less.

and

A sum of Rs. 2,00,000/- (Rupees Two Lakh) only already paid as the refundable advance to be refunded by the Owners to the Developer before taking physical possession of the Owners' allocation in the proposed new building, in alternative the Developer may realise the said advance bearing no interest by selling a portion of Owners' allocation to recover the said refundable advance.

The refundable advance to be refunded by the Owners to the Developer before taking physical possession of the Owners' allocation in the proposed new building, in alternative the Developer may realise the said advance bearing no interest by selling a portion of Owners' allocation to recover the said refundable advance.

Flat will contain Two Bed Rooms or Three Bed Rooms, One Kitchen cum Dining, Two Toilets complete in all respect with water, drainage connection in habitable condition at the said First Schedule property to be constructed as per Sanction Plan to be obtained and as per specification written hereunder.

If the Developer may construct an additional floor at its cost in that case the Owner Nos. 1 and 2 namely (1) Tapan Kumar Sarkar (2) Swapan Sarkar will get one self contained flat being Flat No. 1F, in the First Floor measuring 900 Sq. Ft super built up area little more or less. If the building is constructed more than G+4 (Basement or extra floor) then the Owners will get Rs. 4,00,000/- (Rupees Four Lakhs) only per additional floor.

and

Owners No. 3 and 4 namely, Sital Prasad Mandal and Ranjan Mondal will get one self contained Flat measuring 180 Sq. Ft super built up area on the Top Floor. If the building is constructed more than G+4 (Basement or extra floor) then the Owners will get Rs. 2,00,000/- (Two Lakh) only per additional floor.

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Managing Director

The Owners will be entitled to get their fixed allocated portion as mentioned hereinabove. The other area of the amalgamated Premises to be the exclusive property of the Developer and the Developer will be entitled to deal with the same according to his choice save and except the Owners' allocated area therein.

**THIRD SCHEDULE ABOVE REFERRED TO
(Developer's Allocation)**

ALL THAT the remaining constructed area (save and except the Owners' allocation) together with undivided proportionate share of underneath land and common areas, common facilities and amenities attached with the proposed building.

**FOURTH SCHEDULE ABOVE REFERRED TO
(Specification of the construction)**

The Building in general shall be constructed as per Building Plan scope of works and amenities inside the Flats.

STRUCTURE : R. C. C. frame structure with 1st class Steel Rods, Ultra-Tech/ACC/Lafarge/Century cement, 1:2:4.

PLASTER : 3³/₄" thick, cement mortar 1:5.

EXTERIOR : Latest weatherproof non-fading Acrylic exterior finish paints.

DOORS : Wooden frame, seasoned and treated wooden frames and ply flush door with Godrej latches and bolts only main gate.

INTERNAL FINISH : Plaster of paris.

WINDOWS : Aluminium sliding hinge windows with glass shutters.

FLOORING : Tiles in living, dining, bed rooms, tile in kitchen, ceramic tiles in toilets.

KITCHEN : Black Stone Platform with Granite on top and stainless steel sink. Wall tiles up to 2 (Two) feet height above counter.

TOILET : Concealed plumbing and GI pipe line white sanitary ware together with hot and cold water line in all toilets, Indian type and commode, wall tiles up to 6' feet height.

ELECTRIC : (a) Concealed PVC pipe with copper wiring of ISI Grade Switches with suitable makes, mains etc.

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Managing Director

(b) Two light points, One Fan point, One 5 Amp. point and One A.C. point, TV/Telephone point in all bed rooms and living and dining area.

(c) One 15 Amp. Geyser point in all toilets.

(d) One light point, One 5 Amp. point and exhaust fan point in kitchen, One for water purifier.

WATER SUPPLY : Municipal water supply complete with overhead tank, underground reservoir and suitable pump.

SPECIAL FEATURE :

(a) Community hall will be provided on the roof top.

(b) Arrangement of close circuit T. V. and intercom system to be provided.

(c) One 4 passenger lift will be provided in the said building.

N. B. For any extra work other than the above mentioned works to be paid before commencement of such work.

IN WITNESS WHEREOF the Parties hereto set and subscribe their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED
by the Parties in Kolkata in the

presence of

1. Bhankar Mandal
10, Nilkananda Nagar (E),
P.O.-D. St. Lane,
Haurah - 711109.

2. Saswiran Banerjee
Advocate

Tapan Kumar Sanyal
Sujata Sanyal

Sital Prasad Mandal

Ranjan Mondal

(SIGNATURE OF THE OWNERS)

Drafted by :

Saswiran Banerjee

Advocate, W-13-983/2010
Alipore Judges' Court,
Kolkata - 700 027.

SUNRISE ERECTORS PVT.LTD.

Md. Sultan
Managing Director

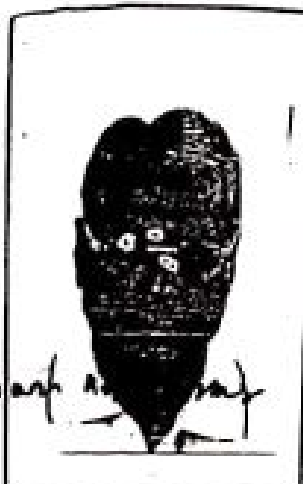
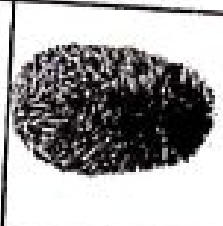


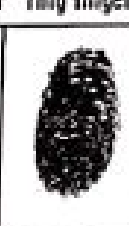
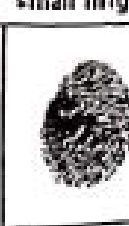
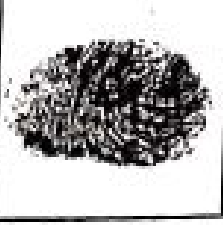
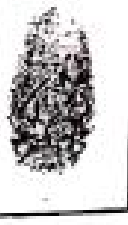


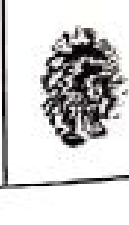
Typed by

B. Mondal

NEW VIJAYA

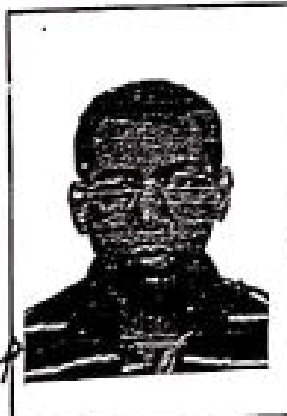
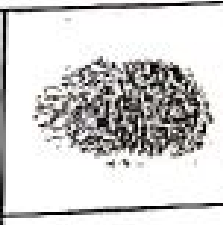




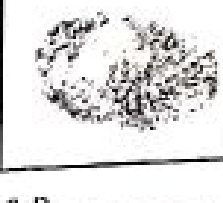




10, Old Post Office Street,
Kolkata - 700 001.

(SIGNATURE OF THE DEVELOPER)

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	right hand					

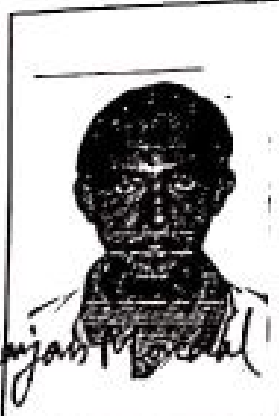
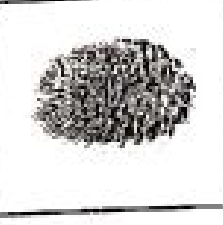




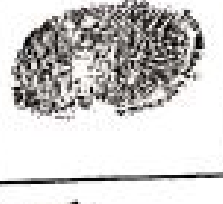

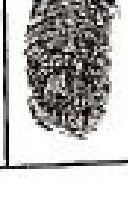


Name TAPAN KUMAR SARKAR

Signature Tapan K. Sarkar

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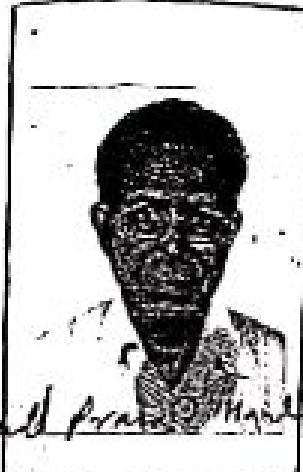
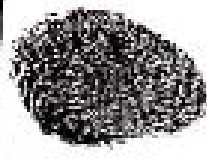




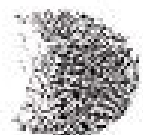




Name SWAPAN SARKAR

Signature Swapen Sar Kar





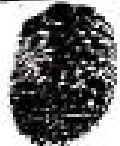
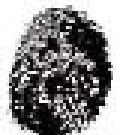


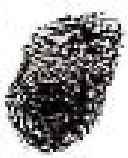


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	right hand					

Name RANJAN MONDAL

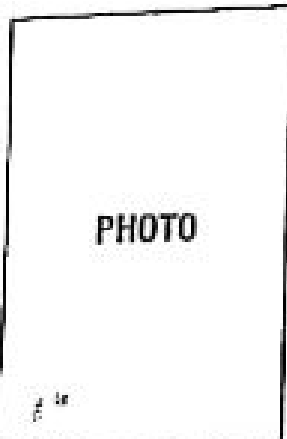
Signature Ranjan Mondal

		Thumb	1st finger	middle finger	ring finger	small finger
 <p><i>Sital Prasad Mandal</i></p>	left hand					
	right hand					

Name SITAL PRASAD MANDAL
 Signature Sital Prasad Mandal

		Thumb	1st finger	middle finger	ring finger	small finger
 <p><i>Md. Sultan</i></p>	left hand					
	right hand					

Name MOHAMMED SULTAN
 Signature Md. Sultan

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO 	left hand					
	right hand					

Name

Signature